

T E N D E R F O R L O C A L C H E M I S T

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Director (Medical) Delhi
 ESI Scheme: Hospital Complex
 Rohini: Sector-15:New Delhi-110085

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Website: www.esicindia.org <http://esic.nic.in>

Director (Medical) Delhi, ESI Scheme invites sealed tender for the framing of Annual Rate Contract for ESI Scheme in Delhi/New Delhi/Noida for the Year 2009-2010.

S.NO.	NAME OF RATE CONTRACT	DURATION	EMD AMOUNT
1.	LOCAL CHEMIST for day to day supply of Allopathic Medicines	ONE YEAR	Rs 40000/-

The tender form can be obtained by hand from the office of Manager (Stores) Central Stores, ESI Hospital Complex, Rohini sector-15 , New Delhi-110085 on any working day between 10.00 A.M. to 1.00 P.M. upto 12.03.2009. on the payment of Rs 200/- (Two hundred only) in the form of Demand Draft/Banker's Cheque in favour of "ESIC Fund Account No.1" payable at Delhi. The tender notice is also available at ESIC website mentioned above. The vendors downloading the tender form from the website must submit the above mentioned Demand Draft/Banker's Cheque of Rs 200/- (Two Hundred Only) alongwith the tender. The complete tenders alongwith above mentioned EMD in the form of Demand Draft in favour of "ESIC Fund Account No.1", will be accepted till 1.00 PM on 13.03.2009 and will be opened on the same day at 2.30 P.M. The undersigned reserves the right to reject any or all the tender(s) without assigning any reasons(s) thereof.

DIRECTOR (MEDICAL) DELHI

T E N D E R F O R L O C A L C H E M I S T

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ANNEXURE-F

Directorate (Medical) Delhi
 E.S.I. Hospital Complex,
 ESI Scheme, Basaidarapur,
 Ring Road, New Delhi.110015

Note: The envelopes pertaining to the tender as well as all subsequent communication should be addressed and delivered to :-
Manager, Central Stores,
Directorate(Medical)Delhi,
ESI Hospital complex, ,
Rohini Sector 15,
Delhi-110085

All communications should be addressed at the above address only.

From: Manager, Central Stores,
Directorate(Medical)Delhi,
ESI Hospital complex, ,
Rohini Sector 15,
Delhi-110085

To:

Dear Sir/Madam,

On behalf of the Director(M) Delhi, I am directed to invite your tender for the day to day supply to the ESI dispensaries/Hospitals at Delhi/New Delhi and Noida which are existing or added from time to time, of medicines and drugs regarding, on indent special or otherwise, and which may not be stocked/available in the Medical Store of the ESI Scheme, New Delhi. The conditions of contract, which will govern the contract made, are contained in the Schedule attached to the tender form. If you are in a position to quote for the supply in accordance with the requirement stated herein, and in the schedule attached, please submit your quotations to the Manager ,Central Stores in a sealed cover at Directorate (Medical) Delhi.

1. Preparation of Tender: The Schedule to the tender form should be retained and the last pages should not be detached. If any modification of the schedule is considered necessary you should communicate the same by means of separate letter sent with the tender.

2. Signing of tenders:-

(A) The tender is liable to be ignored if incomplete informations is given or any document asked for in the schedule to the tender are not duly filled or not furnished.

(B) Individual signing the tender or other documents concerned with the contract must specify whether he/she signs as:-

i) A sole proprietor of the firm, or constituted attorney of such proprietor.

- ii) A partner of the firm if it be a partnership in which case he must have authority to refer disputes to arbitration
- iii) Constituted attorney of the firm, if it is a company.

Note: (a) In case of B(ii) above a copy of the partnership agreement or General Power of Attorney, in either cases attested by a Notary Public should be furnished. An affidavit on stamped paper of all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished.

(b) In the case of partnership firms, where no authority to refer disputes concerning the business or the partnership has been conferred on any partner, the tender and all other related documents must be signed by every partner of the firm.

3. A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to construed that he has authority to sign and if on enquiry it appears that the person so signing has not authority to do so, the purchaser, without prejudice to other civil and criminal remedies, will cancel the contract and hold the signatory responsible for all costs and damages.

4. Delivery of tender: The tender is to be delivered in sealed cover superscribed "Tenders for supply of medicines/ drugs to ESI dispensaries-2009" at the officers room mentioned at the top of this letter.

5. Last date and time for Receipt of tender:- Your tender must reach the office of the Manager, Central Store, D(M)D by 13.03.2009 till 1.00 PM. The tender will be opened on 13.03.2009 at 2.30 PM . If 13.03.2009 is declared holiday then the tender will be opened on the next working day at same time.

6. Period for which the offer will remain open:- Quotations qualified by vague and indefinite expressions such as subject to immediate acceptance etc. will not be considered. The tender must remain open from 17.02.2009 to 13.03.2009.

7. Opening of Tender:- You are at liberty to be present or authorise a representative to be present during the opening of the tenders at the time and date as specified in the schedule. The name and address of the representative who would be attending the opening of the tender on your behalf should be indicated in the tender.

8. Price: The quoted offer should include all excise duty, surcharge and state tax as stipulated in the schedule and of packing and delivery charges.

9. Terms of Delivery:- Will be as specified in the schedule to Tender.

10. Right of Acceptance: The purchaser does not pledge himself to accept the lowest or any tender and reserves to himself

the right of accepting the whole or any part of the tender and you shall supply the same at the rate quoted.

11. Acceptance of the Tender:- The purchaser shall communicate acceptance of the quotation if it is acceptable to him, by a letter. The formal acceptance of the tender will be forwarded to the successful tenderer as soon as possible, but the instructions contained in the letter should be acted upon immediately by the tenderer.
12. The chemist, whose tender is accepted will then send a letter to Director (Medical) Delhi as per Annexure "M" conveying his agreement and acceptance of the terms and conditions. The confirmation of this letter by D(M)D will conclude the contract and will be enforceable in law.

Manager Central Stores.
Directorate (Medical) Delhi

(Annex F)

Annexure-G

Schedule to tender No.-DMU/16/55/Local chemist/2008-cs

Tender should reach by 13.03.2009 upto 1.00 PM

Time & date of opening of tender 13.03.2009 at 2.30 PM

CONDITIONS of CONTRACT:

1. The bidder must have a minimum experience of two year in the field of Local trade of drugs. Offers only from retail/local chemists will be considered.
2. Period of Contract:-

The contract will be valid for a period of 1 year from the date of commencement of Contract, unless short closed before that, by Director (Medical) Delhi at her discretion. However this contract can be extended also, beyond 1 year if so required by the Director (Medical) Delhi at his discretion depending on the performance.
3. The acceptance of tender will normally be on the basis of maximum discount offered by the local Chemist on M.R.P. i.e. Maximum Retail Price which is printed on the packing/flaps/ bottles. The Chemist will be paid on M.R.P. less discount and no Sales Tax, Octroi or any other levy/tax will be paid which has to be borne by the Chemist. Tampering on the printed MRP of the manufacturer by the local chemist by use of stickers or any other means will not be accepted. Separate discounts should be quoted for generic & branded drugs. Items like Bandage, Gauge, Cotton, Disposable Syringe

and other surgical consumable will be treated as generic and discount will be applied accordingly.

4. A Draft drawn on any Nationalised Bank of Rs 40000/- (Rupees Forty thousand only) payable in favour of "ESI Fund Account No.I" payable at Delhi should be submitted along with tender as Earnest Money, failing which tender will be rejected.
5. In case selected, tenderer will be required to deposit a security of Rs.70,000/- (Rs.Seventy thousand only) in the form of Demand Draft in favour of ESI fund A/C no.1 drawn on any Nationalised Bank payable at Delhi. Security deposit will be released without any interest after receiving satisfactory performance report from the user units at the expiry of rate contract. However, the EMD will be refunded without any interest after finalisation of tender and deposit of security money. In case of unsatisfactory performance, Security deposit of Rs.70,000/- (Rs.Seventy thousand only) will be forfeited.
6. On finalisation of the tender the Local chemist will be communicated by a letter of offer. In case Local Chemist is willing to accept the offer he may submit the letter of acceptance and enter into the agreement with ESIC as per terms and conditions of the contract.
7. Right to Acceptance: The purchaser does not pledge himself to accept the lowest or any tender and reserves to himself the right of rejecting the whole or any part of the tender.
8. Local Chemist will submit the following documents:-
 - (i) Valid drug licence for retail chemist as per drugs and cosmetics act.
 - (ii) No Conviction Certificate from State Drug Controller that there is no case pending under the drugs and cosmetic Act and Rules thereunder as well as under Drug Price Control Order (DPCO) against the firm during the last 5 years. No Conviction Certificate must be issued after the 31.12.2008.
 - (iii) Latest sales Tax/VAT Registration Certificate:- Local Chemist who are not registered with the Sales Tax/VAT Authorities will not be considered.
 - (iv) Photocopy of self attested Latest STCC/Vat receipt of last three quarters i.e. quarterly, half-yearly, yearly or as the case may be for the quarter ending on 31.12.2008.
 - (v) Names and addresses of their bankers.
 - (vi) Audited annual turnover duly certified by Chartered Accountant along with profit & loss A/c and income and expenditure statement of the firm for the last two years. The firm must have annual turnover of Rs.Fifty Lacs or more.

- (vii) Each and every page to be signed and stamped by tenderer. Tenderers who do not furnish the documents referred above will not be considered.
9. The tenderer will not be allowed to sub-contract.
10. Criteria for awarding bids will be fulfilment of technical conditions as well as offering of maximum discounts on generic and branded drugs.
11. Director (Medical) Delhi reserves the right to enter into parallel contract simultaneously or at any time during the period of this contract, with one or more chemists for one and the same medicine or for different medicines.
12. Reservations:
- (a) Director(Medical) Delhi reserves the right to appoint any number of Local chemists separately for each of the areas of Delhi/New Delhi/ Noida. Director(medical) Delhi also reserves the right to allocate/reallocate the dispensaries existing now under the ESI or that may be set up during the currency of the contract.
- (b) Director(Medical) Delhi or its authorised heads reserves the right to decide which Local chemists shall normally serve which dispensary/hospital Without prejudice to this, any emergency purchase can be preferred from any of the Local Chemist, irrespective of such allotment of dispensaries to each Local chemist for purchase of normal supplies.
13. Arbitration Clause: In case of any dispute (between the purchaser and the Local chemist arising under the contract or in regard to the interpretation of the terms and conditions of the contract, decision of the Director (Medical) Delhi or any other Officer nominated by him to act as Arbitrator in the dispute, shall be final and binding on both the parties of this contract.
14. In case of disputes all the legal matter will be setteled under the jurisdiction of court of NCT of Delhi.
15. Local Chemist will maintain sufficient stock of the standard quality of medicines at all times to avoid inconvenience to the ESI beneficiaries. The Local Chemist will also maintain sufficient stock of generic drugs manufactured by generic division of the reputed/leading manufacturers of drugs and alist of such drugs alongwith names of manufacturer should be enclosed with tender.
16. Local Chemist will indicate batch number, name of manufacturer and Expiry date on indents at the time of supplying the drugs to the concerned ESI dispensaries.

17. Indents are to be accepted duly countersigned by the IMO Incharge of the dispensary M.S/store incharge of hospital/whose specimen signatures will be supplied to local chemist . In his/her absence the signature of any other officer authorised by IMO I/C or M.S. as the case may be shall be supplied.
18. Life Period:- The shelf life of drugs/items supplied should not have passed more than half of shelf life from the date of manufacturer, at the time of supply.
19. Packing- Supplies are required to be made in original packing of manufacturer and in only available packing, approximately nearest to the total quantity demanded for any particular medicine/drugs, on any particular day, by each dispensary for one or more patients unless otherwise stipulated.
20. Collection of indent for supply:- Indents on the basis of which supplies are to be made should be collected by the chemist or his representative every working day (Monday to Saturday). The chemist /Chemist's representative will sign in the Indent Issue Register in the main store of the dispensary/ Hospitals as proof of having attended the dispensary/Hospital. The time and place of collection of indent will be decided with the local chemist mutually by the IMO Incharge or any other person as may be approved from time to time. In case of urgent need Local chemist will supply the drugs to dispensaries/hospitals on supplementary indent to the representative of dispensary/hospital who will deliver the indent and collect the medicines personally from the shop of Local Chemist.
21. The IMO I/C, of dispensaries/ Medical Supdt of hospitals will fill all the four copies of the medicines cum indent form in single stroke and will retain yellow copy for office use and send three copies to local chemist who after filling the remaining required columns in the medicines cum indent form will return back Pink copy alongwith medicines to the IMO I/C of Dispensaries/Medical Supdt of the Hospitals. At the end of the fortnight Local Chemist will submit all the white copies for payment to IMO I/C/Medical Supdt alongwith summary of medicines cum indent form in a serially numbered printed invoice. The Blue copy will be retained by the Local Chemist for his office use.
22. Delivery of supplies:- The delivery of supplies will be made on SAME day as the collection of the indents or at the latest by the next day, at the premises of the dispensaries/hospitals indenting the supplies, as directed. On no account should there be delay or refusal by local chemist in which case the dispensaries/hospitals would make alternative procurement at your risk and expense.
23. In case of failure or refusal by local chemist to supply the medicines to the Disp/hospital, the contract is

liable to be cancelled at his risk and cost. Any extra cost involved in arranging supplies from alternative source will be recovered from his subsequent/pending bills/security deposit. Irregular supplies/failure to fulfil the terms of contract may entail for closure of contract and for forfeit of Security Deposit.

24. The medicines/drugs to be supplied will be of standard quality. In case, it is found that any particular medicine has expired, or is substandard or spurious, the Local chemist will be liable to be black-listed for a period of 5 years for future participation in any ESI Tender. Besides any other legal actions as deemed fit will be taken. If for any unavoidable reason beyond your control, it is not possible for local chemist to immediately supply the medicines and the dispensary is compelled to procure the same from other local Chemist, extra expenditure on this account will be recovered from subsequent bill(s)/security deposit. Under no circumstances the indented medicine would have to be substituted in case the Indent is of brand item .
25. The contractor should give a declaration that the medicines/article supplied for this contract shall be of the best quality and in accordance with the specifications as indented and if the drugs/articles are discovered not to conform to the description and the quality aforesaid have deteriorated the purchaser in that case will be entitled to reject the said articles or such part thereof as may be discovered not conforming to the said description and quantity. On such rejection such article or such articles or such part in thereof as the purchaser may decide, will be replaced forthwith, failing which the contractor will be deemed to have committed a breach of contract and be liable to pay such damage as may arise by reason of breach of the condition of the contract or otherwise. The decision of the Purchaser in that behalf will be final and conclusive.
26. Presentation of Bill: The Contractor shall present his bill for each fortnight's supply within ten days of the closing of each respective fortnight.
 - (i) The bill shall be in the printed and serially numbered Invoices/ Credit bill with the name and address of the Chemist and Sales Tax Registration Number printed thereon.
 - (ii) The bill shall show the summary of the total amount for each day for the net amount claimed supported by the acknowledged first copy of the indent with all the column duly filled in.
 - (iii) The purchaser reserves the right also to demand in any case, the original of the suppliers invoices for verification of the Net Trade Price claimed by the contractor.
27. Payment:- The Contractor shall claim payments twice a

month Payments of the bills prescribed in complete forms and in time will normally be arranged in 3 to 4 weeks from the date of presentations. However, no claim shall be made by the contractor against the ESI Corporation in respect of interest or damage in case the payment is delayed for any reason beyond the control of ESI Corporation.

28. The DIRECTOR (MEDICAL) DELHI reserves the right to accept or reject any or all the tenders without assigning any reason (s) thereof and have the right to place order on one or more firms.

Manager (Stores)
Directorate (Medical) Delhi
ESIC

Annex.G

ANNEXURE-H

TENDER NO -DMU/16/55/Local chemist/2008-cs.
NAME & ADDRESS OF CONTRACTOR'S
TELEGRAPHIC
THE TENDERS IN ADDITION ADDRESS:
TO PO BOX NO. IF ANY SHOULD
BE IN ALL THE COMMUNICATION TELEPHONE NO.

FROM:

TO

Dear Sir,

1. I/We hereby offer to supply medicines/drugs to ESI dispensaries/hospital in Delhi and NOIDA _____ as indicated in the Tender document or to such dispensaries/hospitals you may specify in the acceptance of tender at the rate given below and agree to hold this offer open till _____. I/We shall be bound by a communication of acceptance despatched within the prescribed time.

2. I/We have understood the instructions to the tenders and conditions of contract in the schedule to the tender form and accept them.

3. I/We am/are fully aware of the nature of stores required and my/our offer is to supply stores strictly in accordance with the requirements.

4. I/We agree to arrange supplies in accordance with the nomenclature, specifications and packages given in the schedule to tenders. Deviations, if any, are indicated here:
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(Here indicate deviations, if any and also in a separate letter)

5. I/We agree to arrange the supplies of life articles as stipulated in the schedule to the tender.
6. I/We agree that the supply of aforesaid will comply with provisions of Drugs and Cosmetics Act, 1940 and rules made hereunder.
7. I/We agree to abide by the conditions of tender and the schedule to the tender and specifically to the arbitration clause of the contract.
8. I/We enclose:-
- (a) Demand Draft for deposit of Earnest Money of Rs 40,000/-
 - (b) Tender Notice and schedule to the Tender duly signed.
 - (c) Warranty as per clause 25 of the schedule.
 - (d) No Conviction Certificate from the State Drug Controller issued after 31.12.2008.
 - (e) Copy of valid Drug Licence issued by State Drug Controller.
 - (f) Latest sales tax /VAT Registration certificate.
 - (g) Latest sales tax clearance certificate(STCC)/ VAT receipt of last three quarters ending 31.12.2008.
 - (h) Audited annual turnover of the firm for the last two years. The firm must have annual turnover of Rs. 50 Lacs or more.
 - (i) Names and addresses of their bankers.
 - (j) Each and every page along with all the documents to be signed and stamped by tenderer.

SIGNATURE OF TENDERER

SIGNATURE OF WITNESS &
ADDRESS:

ADDRESS:

Annex.H

ANNEXURE -M

To

The Directorate(Medical) Delhi,
E.S.I. Hospital,
Basaidarapur, Ring Road,

New Delhi.

Dear Sir,

We return herewith your Tender Enquiry
No.DMU/16/55/Local Chemist/2008/cs dated _____2009.

We have carefully perused the terms and conditions of Rate
Contract and accept the same.

For and on behalf of the firm
(First Name and Address)

(Signature of Authorised Signatory)

WITNESS:

Signed in my presence:

NAME:

Designation:

Seal:

Notary Public/Gazetted Officer

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(with Name & Complete Address)

(annex.M)

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